

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE

Case

04-CA-316902

Date Filed

4-25-23

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer SCHOTT Pharma USA, Inc.		b. Tel. No. (717) 228-4200
		c. Cell No.
		f. Fax. No.
d. Address (Street, city, state, and ZIP code) 30 Lebanon Valley Parkway  PA Lebanon 17042	e. Employer Representative	g. e-mail
		h. Number of workers employed 150
i. Type of Establishment (factory, mine, wholesaler, etc.) Medical Equipment & Supplies	j. Identify principal product or service Medical Supplies	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 1 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

(b) (6), (b) (7)(C) of party filing charge (if labor organization, give full name, including local name and number)

4a. Address (Street and number, city, state, and ZIP code)  (b) (6), (b) (7)(C)	4b. Tel. No. (b) (6), (b) (7)(C)
	4c. Cell No.
	4d. Fax No.
	4e. e-mail (b) (6), (b) (7)(C)

## 5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

## 6. DECLARATION

I declare that I have read the above charge and that the statements  
are true to the best of my knowledge and belief.



Benjamin Salvina

(signature of representative or person making charge)

(Print/type name and title or office, if any)

945 East Park Drive Suite 103

Address Harrisburg PA 17111

Date 04/25/2023 05:06:31 PM

Tel. No.  
(717) 231-1640

Office, if any, Cell No.

Fax No.  
(717) 231-1650e-mail  
bsalvina@klinivenlaw.com**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

## Basis of the Charge

### 8(a)(1)

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prevent or discourage employees from engaging in protected concerted activities.

Work Rule
Unlawful terms in severance agreement offers



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 4  
100 E Penn Square  
Suite 403  
Philadelphia, PA 19107

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (215)597-7601  
Fax: (215)597-7658



Download  
NLRB  
Mobile App

April 27, 2023

(b) (6), (b) (7)(C)

Re: SCHOTT Pharma USA, Inc.  
Case 04-CA-316902

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on April 25, 2023 has been docketed as case number 04-CA-316902. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney Alvina Swati whose telephone number is (215)597-4003. If this Board agent is not available, you may contact Supervisory Attorney PATRICIA A. GARBER whose telephone number is (215)597-7625.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to

take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

**Prohibition on Recording Affidavit Interviews:** It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

**Correspondence:** All documents submitted to the Region regarding your case MUST be filed through the Agency's website, [www.nlrb.gov](http://www.nlrb.gov). This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. To ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

**Controlled Unclassified Information (CUI):** This National Labor Relations Board (NLRB) proceeding may contain Controlled Unclassified Information (CUI). Subsequent information in this proceeding may also constitute CUI. National Archives and Records Administration (NARA) regulations at 32 CFR Part 2002 apply to all executive branch agencies that designate or handle information that meets the standards for CUI.

\* \* \*

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlrb.gov](http://www.nlrb.gov) or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, reading "Kimberly E. Andrews". The signature is written in a cursive, flowing style.

KIMBERLY E. ANDREWS  
Regional Director

Enclosure

1. Important Information About NLRB Investigations for Immigrant Workers (English & Spanish)

cc: Benjamin Salvina, Esquire  
Marzzacco Niven & Associates  
945 East Park Drive  
Suite 103  
Harrisburg, PA 17111



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 4  
100 E Penn Square  
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Telephone: (215)597-7601  
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Download  
NLRB  
Mobile App

April 27, 2023

SCHOTT Pharma USA, Inc.  
30 Lebanon Valley Parkway  
Lebanon, PA 17042

Re: SCHOTT Pharma USA, Inc.  
Case 04-CA-316902

Dear Sir or Madam:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney Alvina Swati whose telephone number is (215)597-4003. If this Board agent is not available, you may contact Supervisory Attorney PATRICIA A. GARBBER whose telephone number is (215)597-7625.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlrb.gov](http://www.nlrb.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not

enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

**Preservation of all Potential Evidence:** Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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\* \* \*

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, reading "Kimberly E. Andrews". The signature is written in a cursive, flowing style.

KIMBERLY E. ANDREWS  
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

## QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER  
04-CA-316902

## 1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

## 2. TYPE OF ENTITY

☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify )

## 3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION  
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

## 4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

## 5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

## 6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

## 7A. PRINCIPAL LOCATION:

## 7B. BRANCH LOCATIONS:

## 8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:

B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT (Check the appropriate box): ☐ CALENDAR ☐ 12 MONTHS or ☐ FISCAL YEAR (FY DATES \_\_\_\_\_)

YES

NO

A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.  
\$ \_\_\_\_\_

B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$ \_\_\_\_\_

C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ \_\_\_\_\_

D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ \_\_\_\_\_

E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ \_\_\_\_\_

F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ \_\_\_\_\_

G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ \_\_\_\_\_

H. Gross Revenues from all sales or performance of services (Check the largest amount)

☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.

I. Did you begin operations within the last 12 months? If yes, specify date: \_\_\_\_\_

## 10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

☐ YES ☐ NO (If yes, name and address of association or group).

## 11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

## 12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

## PRIVACY ACT STATEMENT

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**UNITED STATES OF AMERICA**  
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**SCHOTT PHARMA USA, INC.**

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

**Case 04-CA-316902**

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 27, 2023, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

SCHOTT Pharma USA, Inc.  
30 Lebanon Valley Parkway  
Lebanon, PA 17042

April 27, 2023

\_\_\_\_\_  
Date

Renai J. Warren  
Designated Agent of NLRB  
\_\_\_\_\_  
Name

/s/ Renai J. Warren  
\_\_\_\_\_  
Signature

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Schott Pharma USA, Inc.

(b) (6), (b) (7)(C)

and

CASE 04-CA-316902

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

☐ GENERAL COUNSEL  
NATIONAL LABOR RELATIONS BOARD  
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF \_\_\_\_\_

Schott Pharma USA, Inc.

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ REPRESENTATIVE IS AN ATTORNEY

☐ IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

NAME: Lars H Anderson, Esq

MAILING ADDRESS: 600 3rd Ave, Kingston, PA 18704

E-MAIL ADDRESS: landerson@hkqlaw.com

OFFICE TELEPHONE NUMBER: 570-287-3000 ext. 1110

CELL PHONE NUMBER: \_\_\_\_\_ FAX: 570-287-8005

SIGNATURE: \_\_\_\_\_

DATE: (Please sign in ink.) 5-17-2023

<sup>1</sup> IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF  
SCHOTT Pharma USA, Inc.

Case 04-CA-316902

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING AND MAILING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places where notices to employees are customarily posted at the Charged Party's facility located at 30 Lebanon Valley Parkway, Lebanon, PA 17042 ("the Lebanon Facility"). The Charged Party will also copy and mail, at its own expense, a copy of the attached Notices to all former employees who were employed at the Lebanon Facility at any time since March 31, 2023. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed. If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Employer's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**E-MAILING NOTICE** - The Charged Party will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate to do so, to all current employees. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 04 of the National Labor Relations Board in Case 04-CA-316902." If the Employer's place of business is currently closed or not staffed by a substantial complement of employees due to the pandemic, but the Employer is communicating with its employees by electronic means, the notice must also be posted by such electronic means to the employees described above within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before physical posting of the notice, the notice shall state at the bottom that "This notice is the same notice previously [sent or posted] electronically on [date]." If the Employer is not communicating with its employees by electronic means, the Employer will email the copy of the Notice to its employees when the Employer's place of business reopens. To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at [www.nlrb.gov](http://www.nlrb.gov).

**DISTRIBUTION OF THE EXPLANATION OF RIGHTS** — The Charged Party will post the Explanation of Employee Rights (attached as Appendix A) in color form from [www.nlrb.gov](http://www.nlrb.gov) (Employee Rights Under the NLRA poster, two-page 8.5 x 11 version (pdf)), at the Lebanon Facility, alongside the Notice, for a period of 60 days.

**MANDATORY TRAINING FOR SUPERVISORS AND MANAGERS** — Within 14 days from approval of this agreement, the Charged Party will schedule with Region 04 a mandatory training session, to take place via a videoconference platform, during the workday, on paid work time, for all supervisors and managers of SCHOTT Pharma USA, Inc. This training must be scheduled and completed within 60 days of the approval of this Agreement. The training session will cover employee rights protected under the National Labor Relations Act. The Region will conduct the training session at an agreed upon date and time within the 60-day posting period, but should the parties fail to agree upon a training date and/or time, the Regional Director of Region 04 shall have sole discretion to select the date and time for the training session. Charged Party will instruct its supervisors and managers that their attendance at the training session is mandatory. To document its compliance with this requirement, within 14 days from the date of the training session(s), the Charged Party will e-file, via the Agency's e-filing portal at [www.nlrb.gov](http://www.nlrb.gov), a Certificate of Compliance identifying the names of all supervisors and managers in attendance at the mandatory training.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes

Initials

No

Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days’ notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director’s approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>SCHOTT Pharma USA, Inc.</b>			<b>Charging Party</b> <b>(b) (6), (b) (7)(C)</b>		
By:	Name and Title	Date	By:	Name and Title	Date
/s/	<b>(b) (6), (b) (7)(C)</b>	7/18/23	/s/	<b>(b) (6), (b) (7)(C)</b>	7/21/23
Print Name and Title below			Print Name and Title below		
Recommended By:			Approved By:		
		Date			Date
<u>/s/ Alvina Swati</u>		7/27/23	<u>/s/ Kimberly E. Andrews</u>		7/31/23
Field Attorney			Regional Director, Region 4		



## Important Information About NLRB Investigations for Immigrant Workers



**The National Labor Relations Act (NLRA) protects most private-sector employees, regardless of their immigration status. The NLRA gives employees the right to:**

- Form, join, or assist a union to negotiate concerning wages and other working conditions.
- Discuss wages and other working conditions with coworkers, a union, a worker center, a government agency, the media, or the public.
- Take collective action with coworkers to try to improve wages and other working conditions.
- Choose not to take part in any of these actions.

**Below is important information for you to know about our confidential investigation process:**

- Because immigration status is not relevant as to whether there has been a violation of the NLRA:
  - We will **NOT** ask you about your immigration status.
  - You **DO NOT** need to share any information with us about your immigration status.
  - You **DO NOT** need to share information about the status of your current/former coworkers.
- We only enforce the NLRA and have **NO** involvement with the enforcement of immigration laws.
- We will **NOT** share any information about you with the Department of Homeland Security (DHS), including Immigration and Customs Enforcement (ICE), or any other immigration authorities, unless you request that we share your information to assist you with seeking immigration relief, as described in the last bulleted point of this document.
- If you have concerns about appearing at our offices for any reason, please speak with the Board Agent assigned to the case about other methods of participating in the investigation, including taking your affidavit outside of our office or by video.
- Our investigations are confidential, which means that we will **NOT** disclose your affidavit to an employer, unless you testify at a trial, or we seek a federal court injunction.
- If you are not comfortable communicating with us in English, we will make an interpreter available to provide assistance and information in your preferred language.
- If you are aware that an employer or union has engaged in any of the following conduct, please tell the Board Agent about it because it may violate the law:

- Threatening to call DHS or ICE or making other similar threats because you or other employees have engaged in union activity or other collective action to improve working conditions.
  - Asking employees to provide new or updated immigration documents/papers or reverifying employees' work authorization without a valid, non-discriminatory reason, which could violate the NLRA or other laws.
- If, at the end of the investigation, we determine there is merit to the charge (the employer or union has violated the law) and we have to litigate the case before an Administrative Law Judge, we will make every effort to prevent the employer or union from asking you about your immigration status.
- If you have filed a charge or are a witness and you or your representative tells us that there is NLRA protected activity at a worksite and immigration relief is necessary to protect employees who are exercising those rights or participating in the NLRB process, the NLRB will consider seeking immigration relief for employees at that worksite including deferred action, parole, U or T visa status, or other relief as available and appropriate. The NLRB cannot provide immigration advice. If you need immigration counsel, a list of providers of free legal services is available here:  
<https://www.justice.gov/eoir/list-pro-bono-legal-service-providers>.

**For more information on the NLRB, please visit our website, [www.nlrb.gov](http://www.nlrb.gov).**



## Información Importante Acerca de las Investigaciones de la NLRB para los Trabajadores Inmigrantes



**La Ley Nacional de Relaciones del Trabajo (NLRA por sus siglas en inglés) protege a la mayoría de los empleados del sector privado, independientemente de su estatus migratorio.**

**La NLRA les da a los empleados el derecho a:**

- Formar, afiliarse o ayudar a una unión para negociar sobre los salarios y otras condiciones de trabajo.
- Discutir los salarios y otras condiciones de trabajo con los compañeros de trabajo, una unión, un centro de trabajadores, una agencia gubernamental, los medios de comunicación o el público.
- Tomar acciones colectivas con los compañeros de trabajo para tratar de mejorar los salarios y otras condiciones de trabajo.
- Optar por no participar en ninguna de estas acciones.

**A continuación, le presentamos información importante que debe conocer acerca de nuestro proceso de investigación confidencial:**

- Porque el estatus migratorio no es pertinente si ha habido una violación de la NLRA:
  - Nosotros **NO** le preguntaremos sobre su estatus migratorio.
  - Usted **NO NECESITA** compartir ninguna información con nosotros acerca de su estatus migratorio.
  - Usted **NO NECESITA** compartir ninguna información sobre el estatus [migratorio] de sus actuales/antiguos compañeros de trabajo.
- Sólo hacemos cumplir la NLRA y **NO** estamos involucrados en el cumplimiento de las leyes de inmigración.
- **NO** compartimos ninguna información sobre usted con el Departamento de Seguridad Nacional (DHS por sus siglas en inglés), incluyendo el Servicio de Inmigración y Control de Aduanas (ICE por sus siglas en inglés) o cualquier otra autoridad de inmigración, a menos que usted solicite que compartamos su información para ayudarlo a buscar alivio migratorio, como se describe en el último punto de este documento.
- Si tiene preocupaciones acerca de presentarse en nuestras oficinas por cualquier razón, por favor hable con el agente de la Junta asignado al caso sobre otras maneras de participar en la investigación, incluyendo tomar su declaración jurada fuera de nuestra oficina o por video.
- Nuestras investigaciones son confidenciales, lo que significa que **NO** divulgaremos su declaración jurada a un empleador, a menos que usted testifique en un juicio, o que busquemos un mandato judicial federal.
- Si no está cómodo/a comunicándose con nosotros en inglés, tendremos un intérprete disponible para proporcionarle asistencia e información en su idioma predilecto.

- Si usted sabe que un empleador o unión ha incurrido en alguna de las siguientes conductas, por favor infórmele al agente de la Junta ya que puede violar la ley:
  - Amenazar con llamar al DHS o al ICE o hacer otras amenazas similares porque usted u otros empleados han participado en actividades sindicales u otras acciones colectivas para mejorar las condiciones de trabajo.
  - Pedir a los empleados que proporcionen documentos/papeles de inmigración nuevos o actualizados o volver a verificar la autorización de trabajo de los empleados sin una razón válida y no discriminatoria, que podría violar la NLRA u otras leyes.
- Si, al final de la investigación, determinamos que el cargo tiene mérito (el empleador o la unión han violado la ley) y tenemos que litigar el caso frente a un Juez de Ley Administrativa, haremos todo lo posible para evitar que el empleador o la unión le pregunten sobre su estatus migratorio.
- Si usted ha presentado un cargo o es un testigo y usted o su representante nos dice que se hay una actividad protegida por la NLRA en un lugar de trabajo y que es necesario un alivio migratorio para proteger a los empleados que están ejerciendo esos derechos o participando en el proceso de la Junta Nacional de Relaciones del Trabajo (NLRB por sus siglas en ingles), la NLRB considerará la posibilidad de buscar un alivio migratorio para los empleados en ese lugar de trabajo, incluyendo la acción diferida, la libertad condicional, visas U o T u otro alivio en la medida en que esté disponible y sea apropiado. La NLRB no puede proporcionar asesoramiento de inmigración. Si necesita asesoramiento de inmigración, una lista de proveedores de servicios legales sin costo se encuentra disponible aquí (en inglés): <https://www.justice.gov/eoir/list-pro-bono-legal-service-providers>.

**Para más información acerca de la NLRB, por favor visite nuestra página web, [www.nlrb.gov](http://www.nlrb.gov).**

# EMPLOYEE RIGHTS

## UNDER THE NATIONAL LABOR RELATIONS ACT

The NLRA guarantees the right of employees to organize and bargain collectively with their employers, and to engage in other protected concerted activity. Employees covered by the NLRA\* are protected from certain types of employer and union misconduct. This Notice gives you general information about your rights, and about the obligations of employers and unions under the NLRA. Contact the National Labor Relations Board, the Federal agency that investigates and resolves complaints under the NLRA, using the contact information supplied below, if you have any questions about specific rights that may apply in your particular workplace.

### Under the NLRA, you have the right to:

- **Organize a union** to negotiate with your employer concerning your wages, hours, and other terms and conditions of employment.
- **Form, join or assist a union.**
- **Bargain collectively** through representatives of employees' own choosing for a contract with your employer setting your wages, benefits, hours, and other working conditions.
- **Discuss your terms and conditions of employment** or union organizing with your co-workers or a union.
- **Take action** with one or more co-workers to improve your working conditions by, among other means, raising work-related complaints directly with your employer or with a government agency, and seeking help from a union.
- **Strike and picket**, depending on the purpose or means of the strike or the picketing.
- **Choose not to do any of these activities**, including joining or remaining a member of a union.

Illegal conduct will not be permitted. If you believe your rights or the rights of others have been violated, you should contact the NLRB promptly to protect your rights, generally within six months of the unlawful activity. You may inquire about possible violations without your employer or anyone else being informed of the inquiry. Charges may be filed by any person and need not be filed by the employee directly affected by the violation. The NLRB may order an employer to rehire a worker fired in violation of the law and to pay lost wages and benefits, and may order an employer or union to cease violating the law. Employees should seek assistance from the nearest regional NLRB office, which can be found on the Agency's website: [www.nlrb.gov](http://www.nlrb.gov).



### Under the NLRA, it is illegal for a union or for the union that represents you in bargaining with your employer to:

- **Threaten** you that you will lose your job unless you support the union.
- **Refuse to process a grievance** because you have criticized union officials or because you are not a member of the union.
- **Use or maintain discriminatory standards or procedures** in making job referrals from a hiring hall.
- **Cause or attempt to cause an employer to discriminate against you** because of your union-related activity.
- **Take other adverse action against you** based on whether you have joined or support the union.

*If you and your coworkers select a union to act as your collective bargaining representative, your employer and the union are required to bargain in good faith in a genuine effort to reach a written, binding agreement setting your terms and conditions of employment. The union is required to fairly represent you in bargaining and enforcing the agreement.*

You can also contact the NLRB by calling toll-free: 1-844-762-NLRB (6572). Language assistance is available. Hearing impaired callers who wish to speak to an NLRB representative should send an email to [relay.service@nlrb.gov](mailto:relay.service@nlrb.gov). An NLRB representative will email the requestor with instructions on how to schedule a relay service call.



SCAN TO LEARN MORE

### Under the NLRA, it is illegal for your employer to:

- **Prohibit you from soliciting for a union during non-work time**, such as before or after work or during break times; or from distributing union literature during non-work time, in non-work areas, such as parking lots or break rooms.
- **Question you about your union** support or activities in a manner that discourages you from engaging in that activity.
- **Fire, demote, or transfer you, or reduce your hours or change your shift**, or otherwise take adverse action against you, or threaten to take any of these actions, because you join or support a union, or because you engage in concerted activity for mutual aid and protection, or because you choose not to engage in any such activity.
- **Threaten to close your workplace** if workers choose a union to represent them.
- **Promise or grant promotions, pay raises, or other benefits** to discourage or encourage union support.
- **Prohibit you from wearing union hats, buttons, t-shirts, and pins in the workplace** except under special circumstances.
- **Spy on or videotape peaceful union activities** and gatherings or pretend to do so.

\*The National Labor Relations Act covers most private-sector employers. Excluded from coverage under the NLRA are public-sector employees, agricultural and domestic workers, independent contractors, workers employed by a parent or spouse, employees of air and rail carriers covered by the Railway Labor Act, and supervisors (although supervisors that have been discriminated against for refusing to violate the NLRA may be covered).



# NOTICE TO EMPLOYEES

## POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

**AN AGENCY OF THE UNITED STATES GOVERNMENT**

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union.
- Choose a representative to bargain with us on your behalf.
- Act together with other employees for your benefit and protection.
- Choose not to engage in any of these protected activities.

**WE WILL NOT** interfere with, restrain, or coerce you in the exercise of the above rights.

**YOU HAVE THE RIGHT** to discuss your terms and conditions of employment with current and former coworkers as well as third-party members of the press, and **WE WILL NOT** tell you that you should not engage in such discussions.

**WE WILL NOT** maintain or present employees who have been discharged with a severance agreement containing unlawful non-disparagement language prohibiting them from making “any comments or statements to the press, the employees of SCHOTT or any individual or entity with whom SCHOTT had a business relationship or others, which could be likely to adversely affect the conduct of the business of SCHOTT, or any of its plans or prospects, or the business reputation of SCHOTT or any of its employees except as required by law or subpoena.”

**WE WILL NOT** maintain or present employees who have been discharged with a severance agreement containing unlawful confidentiality language prohibiting them from disclosing “any information concerning this Agreement,” including “the terms, amount, and facts pertaining to [the] Agreement,” to anyone except their attorney, tax advisor, and immediate family.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE WILL**, within 14 days of the approval of the settlement agreement by the Regional Director, rescind the portions of any severance agreement that include: (1) unlawful non-disparagement and non-disclosure language; and (2) unlawful confidentiality language prohibiting employees from disclosing any of the terms of the severance agreement, and **WE WILL** notify you in writing that this has been done.

**SCHOTT Pharma USA, Inc.**

**Dated:** 8/8/2023

**By:**

(b) (6), (b) (7)(C)<sup>er</sup>

(b) (6), (b) (7)(C)

(Title)

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to [relay.service@nlrb.gov](mailto:relay.service@nlrb.gov). An NLRB representative will email the requestor with instructions on how to schedule a relay service call.*

100 E. Penn Square  
Suite 403  
Philadelphia, PA 19107

Telephone: (215) 597-7601  
Hours of Operation: 8:30 am to 5:00 pm

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

*This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit, Compliance Assistant, Ladean Williams at (215) 597-0673*

**Case name is SCHOTT Pharma USA, Inc., Case number 04-CA-316902**

**CERTIFICATION OF POSTING**

**RE: SCHOTT Pharma USA, Inc.  
Case(s) 04-CA-316902**

**Due Date: August 15, 2023**

**(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)**

**As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.**

**Physical Posting**

The signed and dated Notice to Employees in the above matter was posted on (date) August 8, 2023 at the following locations: (List specific places of posting)

1. The production hallway, outside of the breakroom, located at 30 Lebanon Valley Way, Lebanon, PA, 17042.
2. The Human Resources billboard in the administrative hallway located at 30 Lebanon Valley Way, Lebanon PA, 17042.

**A legible copy of the signed Notice, displaying full text of the Notice, including the date, signature and title of the responsible official of the Employer was e-filed together with this Certification.**

**Physical Mailing**

The signed and dated Notice to Employees in the above captioned matter was mailed on (date) August 8, 2023 to all former employees who were employed at the Lebanon Facility at any time since March 31, 2023. **A copy of the list of names and addresses of employees to whom the Notices were mailed was e-filed together with this Certification.**

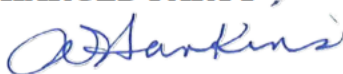
**Electronic Mailing**

The signed and dated Notice to Employees in the above-captioned matter was electronically mailed on (date) August 11, 2023 to all current employees. The message of the e-mail transmitted with the Notice will state: **“We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 04 of the National Labor Relations Board in Case 04-CA-316902.”** A copy of this distribution e-mail, with all of the recipients’ e-mail addresses visible, along with a copy of the attached Notice, was e-filed via the Agency’s e-filing portal at [www.nlrb.gov](http://www.nlrb.gov) together with this Certification.

**DISTRIBUTION OF THE EXPLANATION OF RIGHTS** — On date(s) August 8, 2023 The Charged Party posted the Explanation of Employee Rights (attached as Appendix A) in color form from [www.nlrb.gov](http://www.nlrb.gov) (Employee Rights Under the NLRA poster, two-page 8.5 x 11 version (pdf)), at the Lebanon Facility, alongside the Notice, for a period of 60 days.

I have completed this Certification of Posting and state under penalty of perjury that it is true and correct.

**CHARGED PARTY**

By: 

Title: General Counsel, Secretary

Date: August 14, 2023

This form should be returned to the Regional Office together with **ONE** original Notice, dated and signed in the same manner as those posted. The Certification of Posting form and color-scanned signed Notice should be returned via e-file. Please do not e-mail or physically send hard copies of the Certification of Posting form or Notice at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer/Assistant assigned to this case.

**CERTIFICATION OF COMPLIANCE**

**Due Date: August 15, 2023**

**RE: SCHOTT Pharma USA, Inc.  
Case(s) 04-CA-316902**

**As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply.**


**Rescinded**

On (date) August 11, 2023, the Employer rescinded the portions of Severance Agreement that were found to be unlawful in the Settlement Agreement.

On (date) August 11, 2023, the Employer notified employees that the portions mentioned in Notice to Employees and the Settlement Agreement found to be unlawful and notified Employers that this has been done. **Documentation that these steps have been completed has been e-filed.**

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

**CHARGED PARTY**

By: 

Title: General Counsel, Secretary

Date: August 14, 2023

This form should be returned to the Regional Office via e-file. Please do not e-mail or physically send hard copies of the Certification of Compliance form at this time. If you need assistance in e-filing case documents, please contact the Compliance Assistant assigned to this case.